

ENTERED

January 07, 2021

Nathan Ochsner, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

SERGIY GUMENYUK,

Plaintiff,

VS.

MARLOW NAVIGATION COMPANY, LTD,
et al,

Defendants.

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CIVIL ACTION NO. 4:20-CV-285

ORDER ADOPTING MEMORANDUM AND RECOMMENDATION

Pending before the Court in the above referenced proceeding is Defendant's Marlow Navigation Company, Ltd's ("Marlow") Motion to Compel Arbitration (Doc. No. 18); Defendant HS Schiffahrts GmbH & Co KG's ("Schiffahrts") Motion to Compel Arbitration (Doc. No. 19); Plaintiff's Responses (Doc. Nos. 20, 21); Defendant Marlow's Reply (Doc. No. 22); Defendant Schiffahrts' Reply (Doc. No. 23); Plaintiff's Surreplies (Doc. Nos. 24, 25); Judge Stacy's Memorandum and Recommendation (Doc. No. 29) that the Court deny the Defendant's motions; Defendant Marlow's Objections to the Memorandum and Recommendation (Doc. No. 30); and Defendant Schiffahrts' Objections to the Memorandum and Recommendation (Doc. No. 31).

The Court has carefully reviewed, *de novo*, the filings, the applicable law, the Magistrate Judge's Memorandum and Recommendation, and the objections thereto, and agrees with the Magistrate Judge's ultimate conclusions. While the Court agrees with the objection filed as to whether Gumenyuk judicially admitted his status as an employee of Marlow, it adopts the finding that there is no agreement between Plaintiff and Defendant Marlow relative to Plaintiff's employment aboard the AMISIA to submit any claims related to Plaintiff's alleged injuries to arbitration; and that based on the reliance of Schiffahrt as to the viability of Marlow's motion to

compel arbitration, Schiffahrt, likewise, has no agreement for arbitration with Plaintiff. Accordingly, it is hereby

ORDERED that Defendant Marlow Navigation Company's Objections to the Memorandum and Recommendation (Doc. No. 30); and Defendant Schiffahrts' Objections to the Memorandum and Recommendation (Doc. No. 31) are **OVERRULED**; the Magistrate Judge's Memorandum and Recommendation (Doc. No. 29), with the exception noted above, is **ADOPTED**; and Defendant Marlow Navigation Company, Ltd's Motion to Compel Arbitration (Doc. No. 18) and Defendant HS Schiffahrts GmbH & Co KG's Motion to Compel Arbitration (Doc. No. 19); are **DENIED**.

SIGNED at Houston, Texas, this 6th day of January 2021.



ANDREW S. HANEN
UNITED STATES DISTRICT JUDGE